

NATIONAL MINORITY TV, INC.  
FCC FORM 323  
ATTACHMENT 1, Page 2

Permittee of KWCM(Ed.-FM)

Barstow, California

Proposed transferee of WJEB(Ed.-TV)  
(BTCET-890912KE)

Jacksonville, Florida

Mr. Crouch, through his involvement with the above organizations also has interests in various LPTV and television translator facilities and pending LPTV applications throughout the country. If information on such interests is requested by the Commission it will be provided immediately. Mr. Crouch is also involved with various foreign broadcast facilities.

NAME OF PARTY HAVING INTEREST: P. JANE DUFF

Community Educational Television, Inc.,  
licensee of:

- (1) KLUJ(Ed.-TV)
- (2) KITU(Ed.-TV)
- (3) KETH(Ed.-TV)

Harlingen, Texas  
Beaumont, Texas  
Houston, Texas

Permittee of KWCM(Ed.-FM)

Barstow, California

Mrs. Duff is also involved with various foreign broadcast facilities. If information on such involvements is requested by the Commission it will be provided immediately.

NAME OF PARTY HAVING INTEREST: MATTHEW CROUCH

Mr. Matthew Crouch is an officer, but not a director, in the same companies as Paul F. Crouch.

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AFFILIATION AGREEMENT

AGREEMENT by and between Trinity Broadcasting Network, Inc., (TBN), Santa Ana, California, P.O. Box A, Santa Ana, California, 92711, and KTMJ-TV, a non-profit Co corporation (Broadcaster), licensee of full power television broadcast station KTDZ, Portland, OR, on Channel 24, hereby mutually covenant and agree, as of this 4 day of December, 1984, as follows:

WITNESSETH:

WHEREAS, TBN believes its programming to be of special significance to certain segments of society; and

WHEREAS, TBN places great value in the distribution and dissemination of its specialty religious programming; and

WHEREAS, TBN wishes to foster the development of religious broadcasting by allowing new broadcasters to broadcast its programming; and

WHEREAS, Broadcaster recognizes the programming excellence of TBN, and the technical and financial benefits extended to it through an affiliation with TBN;

NOW THEREFORE, the parties, in consideration of the terms and conditions contained herein, mutually agree to be bound by this agreement in its entirety as follows:

1. DEFINITIONS

A. FCC and the Commission are both understood to mean the Federal Communications Commission.

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Federal Communications Commission	
Pocket No. <u>93-75</u>	Exhibit No. <u>283</u>
Presented by <u>NND</u>	
Disposition	Received <u>DEC 03 1993</u>
	Rejected <u>DEC 03 1993</u>
Reporter <u>H. Welby</u>	
Date <u>DEC 03 1993</u>	

B. Television Station or broadcaster is understood to mean a television broadcast station authorized by the FCC under Part 73 of the Commission's Rules and Regulations and the licensee thereof.

C. FCC authorizations are understood to mean constuction permits and/or licenses to broadcast issued by the Federal Communications Commission.

D. Airtime is understood to mean the period of time during which a television broadcast signal is being transmitted.

E. Community of license is understood to mean the community for which the Broadcaster has been licensed to broadcast.

F. CATV System is understood to mean a community antenna television system authorized by Part 76 of the Commission's Rules and Regulations.

G. Regularly scheduled programs are programs which have been aired at the same time, with the same title and duration for a period of four (4) months.

H. Optional programs (or programming) are programs which do not appear in the attached current TBN program schedule (Exhibit A), or subsequent updated TBN program schedules.

I. Prime time is understood to be five (5) o'clock P.M. to eleven (11) o'clock P.M., Pacific Standard Time.

2. Programming.

Broadcaster shall have such rights to broadcast TBN's programming as follows:

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(a) TBN shall offer to Broadcaster, for broadcast by its television station, the full schedule of TBN programming, which shall not be less than twelve (12) hours per day. However, TBN shall not be obligated to offer Broadcaster such programs as TBN, in its sole discretion, elects to have broadcast in a particular community or communities.

(b) Broadcaster shall pay Trinity Broadcasting Network as follows:

Broadcaster shall pay Trinity Broadcasting Network for the carriage of the "PRAISE THE LORD" program aired by broadcasters during prime-time, or for such a program of similar format and length, which Trinity Broadcasting Network shall designate pursuant to subparagraphs 6 (a), the sum of twenty percent (20%) of zip code revenue received per month.

(c) From time-to-time, TBN may make optional programming available to Broadcaster. Broadcaster may accept and broadcast such optional programming by notifying TBN. Such acceptance notification by Broadcaster must be within three (3) days (exclusive of Saturdays, Sundays, and holidays designated as such by the United States Congress) after TBN makes the offer of such optional programming. In the event Broadcaster does not accept the optional programming offered by TBN, TBN shall be free to make such programming available to any other broadcaster or CATV system serving Broadcaster's community of license.

### 3. Delivery.

(a) Broadcaster agrees to construct a domestic satellite earth station suitable for receiving program material distributed by TBN. TBN will deliver its programming to Broadcaster via satellite, program

transmission lines or radio relay lines (hereinafter collectively referred to as "via satellite").

(b) If, for any reason, the transmission of any program via satellite is not feasible, or is determined by TBN to be impractical or undesirable, such program may be delivered to Broadcaster, at TBN's expense, in the form of tape or other recorded version.

(c) In cases where programs are not transmitted to Broadcaster via satellite, TBN may deliver to Broadcaster, transportation charges prepaid, a video tape or other recorded version of the program sufficiently in advance to enable broadcast of the program at the scheduled time. Unless TBN directs otherwise, each such recorded version, and the reels and containers furnished therewith, shall be returned to TBN in as good condition as when received (reasonable wear and tear expected) immediately after the single television broadcast of the program.

4. Program Rights and Recording.

All right and title in and to all programming, including without limitation, all copyrights, titles, names, stories, plots, incidents, ideas, formulas, formats, general content of the program, and other literary, artistic and musical or other creative material, other than that in the public domain, shall remain vested in TBN. Broadcaster agrees not to authorize, cause or permit TBN programming to be used for any purpose other than broadcast or promotion by Broadcaster. Broadcaster shall not allow any recordings or tape delayed transmission by any other person for any purpose whatsoever.

5. Broadcaster's Right to Substitute.

Nothing contained herein shall prevent or hinder Broadcaster from

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rejecting or refusing to broadcast any program which Broadcaster reasonably believes is necessary in order to comply with the FCC's Rules and Regulations, or from substituting for any program, regardless of content, a program of outstanding local or national importance.

6. Payment.

Broadcaster shall pay Trinity Broadcasting Network as follows:

(a) Broadcaster shall pay Trinity Broadcasting Network for the carriage of the "PRAISE THE LORD" program aired by broadcasters during prime-time, or for such a program of similiar format and length, which Trinity Broadcasting Network shall designate pursuant to subparagraphs 2 (b), the sume of twenty percent (20%) of zip code revenue received per month.

(b) Broadcaster shall carry a minimum of nine (9) other hours of TBN programming at whatever time Broadcaster shall decide. Consideration for the broadcast of such programming by Broadcaster is included in the package sum paid by Broadcaster to TBN in accordance with paragraph 6 (a) above.

(c) Broadcaster is free to carry any other TBN programming provided via satellite not specified in paragraph 7(a) and 7(b) below without charge.

7. Broadcaster Covenants.

Programming accepted by Broadcaster shall be subject to the following conditions:

(a) Broadcaster shall not, without prior written permission of TBN, make any deletions from or additions to the "PRAISE THE LORD" program, or such similiar program as is designated pursuant to subparagraph 2(b)

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above, or insert any commercial or other announcements therein.

(b) Broadcaster shall not, without TBN's prior written authorization, sell unsponsored TBN programs for commercial sponsorship.

(c) Broadcaster shall not delete the TBN identification, or the program promotional or production credit announcements from any "PRAISE THE LORD" program, or other similar program designated pursuant to subparagraph 2(b) above, except that Broadcaster may omit announcements pertaining to a program that Broadcaster is not going to broadcast. For any such deleted material, Broadcaster may substitute only promotional announcements pertaining to other TBN programs, or public service announcements of Broadcaster.

(d) For TBN programming other than that referred to in subparagraph 7(c) above, Broadcaster shall not delete the TBN identification, nor shall it insert during any TBN programming, any announcements or advertisements which shall be inconsistent with TBN's fundamental Christian morals and standards which include, but are not limited to any and all "R" or "X" rated movie advertising; advertising for contraceptives, alcoholic beverages; or feminine hygiene products of a personal nature, or abortion clinics; any advertising containing desirable connotations in reference to the occult, witchcraft, astrology, horoscopes, magic (such as mystic science), gambling, tobacco products, controlled substances or sexual promiscuity. If Broadcaster inserts any announcements which TBN deems inconsistent with the standards set forth above, the same shall be considered a breach of the Agreement and TBN shall have the right to immediately terminate the Agreement.

8. Delayed Broadcasts.

If TBN offers a program that Broadcaster is unable to broadcast at the time of the proposed transmission, and if TBN and Broadcaster shall agree on a delayed broadcast of it from video tape or other recorded version, the following provisions shall apply:

(a) each party shall be compensated for the delayed program as though it has been carried directly;

(b) at the time of each delayed broadcast, Broadcaster shall announce that the program is a tape or other recorded version of a program that was presented earlier.

(c) Broadcaster shall use each such tape or other recorded version only for the purpose herein contemplated, broadcasting it only at the time agreed upon and comply with TBN's instructions concerning its disposal.

(d) TBN reserves the right to discontinue, upon 24 hours notice, any arrangements with respect to any delayed broadcasts of TBN programs.

9. Performing Rights Licenses.

TBN shall maintain such licenses, including performing rights licenses, as now are or hereafter may be in general use by television broadcasting stations and as may be necessary to enable broadcast of TBN's programs. TBN shall endeavor to enter into appropriate arrangements to clear at the source all music in the repertory of American Society of Composers, Authors and Publishers (ASCAP), Broadcast Music, Inc., (BMI), and of SESAC, Inc., used in TBN programming, thereby licensing the broadcast of music in such programs over Broadcaster's station.

10. Indemnification.

TBN will indemnify and hold Broadcaster harmless from and against any and all claim, damage, liability, cost, or expense (including legal fees, provided TBN has the option of either providing necessary legal services or agreeing with Broadcaster in the selection of such legal representation) reasonably incurred and arising from the broadcast of any material supplied by TBN. Broadcaster will likewise indemnify and hold harmless TBN from and against any claim, damage, liability, cost or expense (including legal fees) reasonably incurred, arising from the broadcast of any material other than that supplied by TBN.

11. Warranties.

TBN and Broadcaster each represent and warrant to the other that each has the necessary power and authority to enter into this Agreement and fully perform its obligations hereunder.

12. Force Majeure.

TBN shall not be liable to Broadcaster for failure to deliver any program by reason of an act of God, labor disputes, breakdown of facilities, fire, flood, legal enactment, governmental order or regulation, or any other cause beyond its control. Broadcaster in turn, shall not be liable to TBN for failure by reason of any of the aforesaid contingencies to broadcast any TBN program Broadcaster has previously accepted or is obligated to accept and broadcast. Broadcaster shall not have the right to payment for any program not broadcast by reason of the aforesaid contingencies.

13. Cancellation.

This Agreement may be cancelled upon the following terms:

(a) If the transmitter location, power or frequency of the station is changed at any time so as to effect adversely the area or population coverage of Broadcaster's station, TBN may terminate this Agreement upon 60 days written notice to Broadcaster.

(b) If Broadcaster airs programs or announcements immediately prior to or following the broadcast of TBN programming which are inconsistent with the fundamental Christian moral standards set out in paragraphs 9(d) above, this Agreement may be cancelled immediately by TBN by providing written notice of cancellation to the Broadcaster.

(c) Either party may cancel this Agreement at any time by providing 120 days written notice.

(d) Upon serving written notice of the execution of an agreement contemplating the transfer or assignment of the Broadcaster's authority to operate its station, such as would require the filing of an FCC form 314 or 315, or successor forms of similar import, TBN may terminate this Agreement upon 30 days written notice.

14. Duration.

This Agreement shall become effective at three (3) o'clock p.m., Pacific Standard Time on the 4 December, 1989. Unless sooner terminated as hereinabove provided, this Agreement shall continue for a period of five (5) years. Thereafter it shall be renewed on the same terms and conditions for successive periods of five years each, unless and until either party notifies the other of its intention not to

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renew. Such notice shall be given at least 120 days prior to the expiration of the then current term.

15. Notices.

Any such notices given or required to be given hereunder shall be in writing, and shall be transmitted by prepaid mail or telegram addressed to TBN at P.O. Box C-11949, Santa Ana, California 92711, and to Broadcaster at 432 Northeast 74th Street, Portland, Oregon 97213, or at such other address as either party may specify by notice similiarly sent. Where notice is given by mail or telegram, the date of mailing or the date of delivery to the telegraph office, as the case may be, shall be deemed the date of giving notice.

16. General Provisions.

(a) The waiver by either party of a breach or default by the other shall not be deemed to constitute a waiver of any preceding or subsequent breach or default of the same or any other provision.

(b) This Agreement may not be modified, renewed or discharged, except as herein specifically provided, or by an agreement in writing signed by both parties.

(c) The parties to this Agreement intend that all disputes and controversies of every kind and nature between the parties hereto arising out of, or in connection with, this Agreement as to existance, construction, validity, interpretation or meaning, performance, non-performance, enforcement, operation, breach, continuance or termination thereof, shall be arbitrated in Los Angeles or Orange County, California by a third person acceptable to the parties under the rules then obtaining of the American

Arbitration Association or the Christian Legal Society's arbitration service. Both parties agree to be bound by the decision of the arbitrator. The cost of such an arbitration shall be borne as the award may direct. The award shall be rendered in such form that judgement shall be entered thereon in the highest court of the forum having jurisdiction thereof.

(d) This Agreement shall be governed by the laws of the state of California.

(e) This constitutes the entire Agreement between the parties, all prior understandings are hereby merged herein.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

NATIONAL MINORITY  
TELEVISION, INC.

TRINITY BROADCASTING  
NETWORK, INC.

BY:

Jane Luff

BY:

Paul F. Crouch

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# Inter-Office Memo

*Miami*

TO: All Station Managers

FROM: JANE DUFF *JD*

DATE: December 5, 1989

RE: EEO Compliance

When Finished, Route to:

<input type="checkbox"/>	_____
<input type="checkbox"/>	_____
<input type="checkbox"/>	_____
<input type="checkbox"/>	_____
<input type="checkbox"/>	_____

This memo is in response to the Midterm Report on the EEO Compliance of your station. It appears that you are *not in compliance* as far as numbers are concerned. However, an ongoing effort at recruitment is always necessary. If there are any changes in your staff, it will be necessary to keep in mind that the people you select to fill an opening should improve your compliance, not detract from it. Attached, is the station's Compliance Report for your information.

The Annual Report is due to be filed with the FCC on May 31, 1990. Mark your calendar for March 1st to report that week's employee profile. This same date must be used each year. Your report is due in my office by April 15th for evaluation. You should have received, from the FCC, FCC forms 395 in advance of this date. Do not send any forms directly to the FCC or to Colby May. The forms must be signed by a Corporate Officer, then forwarded to Colby May's office for filing with the FCC.

JD:sd

*Please call me to go over the problem*



Federal Communications Commission	
Packet No. 73-75	Exhibit No. 284
Presented by MMB	DEC 03 1993
Disposition	Received DEC 03 1993
	Rejected
Reporter A. W. Wilson	
Date DEC 03 1993	

(a) You can determine the percentage in your community simply by dividing the number in the workforce by the total workforce available.

(b) "Fulltime" is defined as 30 hours per week or more. This figure is the same figure appearing in Section V of FCC Form 395 column (1) TOTAL. This number will be the same in all blanks of the column.

(c) The number of employees specified here is that required by present FCC policies.

(d) This is the number of full time women or minority employees of the station as of the reporting date that appears on FCC Form 395 Section V in columns 3, 4, 5, 6, 7, 9, 10, 11, 12, and 13.

(e) Mark with a "+1", a "-1", or an "0" depending on whether Column (d) is larger than, smaller than, or the same as column (c).

(f) The figure of  $\frac{1}{2}$  is for stations with more than 10 full time employees. If you have less than 10, use the figure  $\frac{1}{4}$  instead of the  $\frac{1}{2}$ .

(g) The total full time employees within the following 4 top job categories: Officials and managers, Professionals, technicians, or sales workers. (Suggestion, look at FCC Form 395 Section V column (1), add the first four figures in the column). This figure will be the same in all blanks of the column.

## STATION EEO COMPLIANCE CHART

Date Prepared: 11-2-89

By Whom: [Signature]

Station Call Letters: Miami

SMSA/County/City Figures  
Pay Period ending:           

### OVERALL REPRESENTATION

	Workforce Percentage (a)		Total Full Time Employees (all categories) (b)		Required Representation (c)	Presently Employed (d)	Compliance Status (e)
Female	45.2% $\times \frac{1}{2} =$	.2260	$\times 12 =$	2.712	5	+3	
Total Minority	99.2% $\times \frac{1}{2} =$	.4960	$\times 12 =$	5.952	8	+3	
Black	15.3% $\times \frac{1}{2} =$	.0765	$\times 12 =$	.9180	2	+2	
Hispanic	37.8% $\times \frac{1}{2} =$	.1890	$\times 12 =$	2.268	2	0	
American Indian	.1% $\times \frac{1}{2} =$	.0005	$\times 12 =$	.0060	0	—	
Asian or Pacific Islander	.8% $\times \frac{1}{2} =$	.0040	$\times 12 =$	.0480	0	—	

### TOP 4 JOB CATEGORIES

			Total Top 4 Category Employees (f)			
Female	45.2% $\times \frac{1}{2} =$	.2260	$\times 9 =$	2.034	2	0
Total Minority	99.2% $\times \frac{1}{2} =$	.4960	$\times 9 =$	4.464	5	+1
Black	15.3% $\times \frac{1}{2} =$	.0765	$\times 9 =$	.6885	2	+2
Hispanic	37.8% $\times \frac{1}{2} =$	.1890	$\times 9 =$	1.701	1	0
American Indian	.1% $\times \frac{1}{2} =$	.0005	$\times 9 =$	.0045	0	—
Asian or Pacific Islander	.8% $\times \frac{1}{2} =$	.0040	$\times 9 =$	.0360	0	—

# Inter-Office Memo

*Seattle*

**TO:** All Station Managers  
**FROM:** JANE DUFF *JD*  
**DATE:** December 5, 1989  
**RE:** EEO Compliance

## When Finished, Route to:

<input type="checkbox"/>	_____
<input type="checkbox"/>	_____
<input type="checkbox"/>	_____
<input type="checkbox"/>	_____
<input type="checkbox"/>	_____

This memo is in response to the Midterm Report on the EEO Compliance of your station. It appears that you are *hardly in compliance* as far as numbers are concerned. However, an ongoing effort at recruitment is always necessary. If there are any changes in your staff, it will be necessary to keep in mind that the people you select to fill an opening should improve your compliance, not detract from it. Attached, is the station's Compliance Report for your information.

The Annual Report is due to be filed with the FCC on May 31, 1990. Mark your calendar for March 1st to report that week's employee profile. This same date must be used each year. Your report is due in my office by April 15th for evaluation. You should have received, from the FCC, FCC forms 395 in advance of this date. Do not send any forms directly to the FCC or to Colby May. The forms must be signed by a Corporate Officer, then forwarded to Colby May's office for filing with the FCC.

JD:sd

*Female and Total Minority is too weak. Call me to go over this.*  
*J*

61002

# STATION EEO COMPLIANCE CHART

Mid-Term EEO

Date Prepared: 11-8-89

By Whom: [Signature]

Station Call Letters Seattle, WA

SMSA/County/City Figures

Pay Period ending:           

## OVERALL REPRESENTATION

	Workforce Percentage (a)		Total Full Time Employees (all categories) (b)		Required Representation (c)	Presently Employed (d)	Compliance Status (e)		
Female	<u>42.0%</u>	$\times \frac{1}{2} =$	<u>.2100</u>	$\times$	<u>10</u>	$=$	<u>.2100</u>	<u>3</u>	<u>+1</u>
Total Minority	<u>52.5%</u>	$\times \frac{1}{2} =$	<u>.2625</u>	$\times$	<u>10</u>	$=$	<u>2.625</u>	<u>4</u>	<u>+2</u>
Black	<u>4.7%</u>	$\times \frac{1}{2} =$	<u>.0235</u>	$\times$	<u>10</u>	$=$	<u>.2350</u>	<u>1</u>	<u>+1</u>
Hispanic	<u>1.9%</u>	$\times \frac{1}{2} =$	<u>.0095</u>	$\times$	<u>10</u>	$=$	<u>.0950</u>	<u>0</u>	<u>1</u>
American Indian	<u>.9%</u>	$\times \frac{1}{2} =$	<u>.0045</u>	$\times$	<u>10</u>	$=$	<u>.0450</u>	<u>0</u>	<u>1</u>
Asian or Pacific Islander	<u>3.0%</u>	$\times \frac{1}{2} =$	<u>.0150</u>	$\times$	<u>10</u>	$=$	<u>.1500</u>	<u>0</u>	<u>1</u>

## TOP 4 JOB CATEGORIES

	(1)		Total Top 4 Category Employees (2)						
Female	<u>42.0%</u>	$\times \frac{1}{2} =$	<u>.2100</u>	$\times$	<u>8</u>	$=$	<u>1.680</u>	<u>1</u>	<u>0</u>
Total Minority	<u>52.5%</u>	$\times \frac{1}{2} =$	<u>.2625</u>	$\times$	<u>8</u>	$=$	<u>2.100</u>	<u>2</u>	<u>0</u>
Black	<u>4.7%</u>	$\times \frac{1}{2} =$	<u>.0235</u>	$\times$	<u>8</u>	$=$	<u>.1880</u>	<u>1</u>	<u>+1</u>
Hispanic	<u>1.9%</u>	$\times \frac{1}{2} =$	<u>.0095</u>	$\times$	<u>8</u>	$=$	<u>.0760</u>	<u>0</u>	<u>1</u>
American Indian	<u>.9%</u>	$\times \frac{1}{2} =$	<u>.0045</u>	$\times$	<u>8</u>	$=$	<u>.0360</u>	<u>0</u>	<u>1</u>
Asian or Pacific Islander	<u>3.0%</u>	$\times \frac{1}{2} =$	<u>.0150</u>	$\times$	<u>8</u>	$=$	<u>.1200</u>	<u>0</u>	<u>1</u>

(a) You can determine the percentage in your community simply by dividing the number in the workforce by the total workforce available.

(b) "Fulltime" is defined as 30 hours per week or more. This figure is the same figure appearing in Section V of FCC Form 395 column (1) TOTAL. This number will be the same in all blanks of the column.

(c) The number of employees specified here is that required by present FCC policies.

(d) This is the number of full time women or minority employees of the station as of the reporting date that appears on FCC Form 395 Section V in columns 3, 4, 5, 6, 7, 9, 10, 11, 12, and 13.

(e) Mark with a "+1", a "-1", or an "0" depending on whether Column (d) is larger than, smaller than, or the same as column (c).

(f) The figure of  $\frac{1}{2}$  is for stations with more than 10 full time employees. If you have less than 10, use the figure  $\frac{1}{6}$  instead of the  $\frac{1}{2}$ .

(g) The total full time employees within the following 4 top job categories: Officials and managers, Professionals, technicians, or sales workers. (Suggestion, look at FCC Form 395 Section V column (1), add the first four figures in the column). This figure will be the same in all blanks of the column.

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285

APPLICATION FOR AUTHORITY TO CONSTRUCT OR  
MAKE CHANGES IN A LOW POWER TV, TV TRANSLATOR OR TV BOOSTER STATION  
(Carefully read instructions before filling out form - RETURN ONLY FORM TO FCC)

EXPIRES 12/31/91

For Commission Fee Use Only

FEE NO:

FEE TYPE:

FEE AMT:

ID SEQ:

For Applicant Fee Use Only

Is a fee submitted with this application?

☒ Yes ☐ No

If No, indicate reason therefor (check one box):

☐ Nonfeeable application

☐ Fee Exempt (See 47 C.F.R. Section 1.1112)

☐ Noncommercial educational licensee

☐ Governmental entity

WELTON BANK

DEC 8 1989

RECEIVED

For Commission Use Only

File No.

SECTION I - GENERAL INFORMATION

1. Name of Applicant

NATIONAL MINORITY TV, INC.

Address

P. O. Box C-11951

City

Santa Ana

State

CA

Zip Code

92711

Telephone No. (include area code)

(714) 665-2113

This application is for: (check one box)

☐ Low Power Television

☒ TV Translator

☐ TV Booster

(a) Proposed Channel No. (b) Community to be served:

61

City

Stockton

State

CA

(c) Check one of the following boxes:

☒ Application for NEW station

☐ MAJOR change in licensed facilities; call sign: \_\_\_\_\_

☐ MINOR change in licensed facilities; call sign: \_\_\_\_\_

☐ MAJOR modification of construction permit; call sign: \_\_\_\_\_

File No. of Construction Permit: \_\_\_\_\_

☐ MINOR modification of construction permit; call sign: \_\_\_\_\_

File No. of Construction Permit: \_\_\_\_\_

☐ AMENDMENT to pending application; Application file number: \_\_\_\_\_

NOTE: It is not necessary to use this form to amend a previously filed application. Should you do so, however, please submit only Sections I and VII and those other portions of the form that contain the amended information.

55923

FCC 346

February 1988

Federal Communications Commission

Docket No. 93-75 Exhibit No. 285

Presented by MMD

Disposition

Identified DEC 03 1993

Received DEC 03 1993

Rejected \_\_\_\_\_

Reporter A. W. Wilson

Date DEC 03 1993

## SECTION III - LEGAL QUALIFICATIONS

NOTE: Applicants for new stations only:

1. Applicant is (check one of the following):

- ☒ Individual
 ☐ General Partnership
 ☒ Corporation
 ☐ Other
 ☐ Limited Partnership
 ☐ Unincorporated Association

(a) If the applicant is a legal entity other than an individual, partnership, corporation or unincorporated association, describe in an Exhibit the nature of the applicant.

Exhibit No.  
DNA

(b) For LPTV and TV translator applicants only:

If the applicant is an individual, submit as an Exhibit the applicant's name, address and telephone number (including area code).

Exhibit No.  
DNA

If the applicant is a partnership, whether general or limited, submitted as an Exhibit the names, addresses, and telephone numbers (including area code) of all general and limited partners (including silent partners), and the nature and percentage of the ownership interest of each partner.

Exhibit No.  
DNA

If the applicant is a corporation or an unincorporated association, submit as an Exhibit the names, addresses and telephone numbers (including area code) of all officers, directors and other members of the governing board of the corporation or association and the nature and the percentage of their ownership interests in the applicant (including stockholders with interests of 1% or greater).

Exhibit No.  
1

2. For LPTV and TV translator applicants only, submit as an Exhibit a list of all other new applications filed during the same window period as this application in which the applicant or any principal of the applicant has any interest. Include the percentage of that interest for each listed application, as well as the other applicant's name (if different) and the channel number and location of the proposed station.

Exhibit No.  
2

NOTE: No more than five (5) applications for new low power TV or TV translator stations may be filed during a single window period by any applicant, or by any individual or entity having an interest of 1% or more in applications filed in the same window period. This limit does not apply to minor or major change applications or to TV booster applications.

### CITIZENSHIP AND OTHER STATUTORY REQUIREMENTS

3. (a) Is the applicant in compliance with the provisions of Section 310 of the Communications Act of 1934, as amended, relating to interests of aliens and foreign governments?

☒ Yes ☐ No

(b) Will any funds, credit, or other financial assistance for the construction, purchase or operation of the station(s) be provided by aliens, foreign entities, domestic entities controlled by aliens, or their agents?

☐ Yes ☒ No

If Yes, provide particulars as an Exhibit.

Exhibit No.  
DNA

4. (a) Has an adverse finding been made, or an adverse final action taken by any court or administrative body as to the applicant or any party to this application in a civil or criminal proceeding brought under the provisions of any law related to the following: any felony; broadcast-related antitrust or unfair competition; criminal fraud or fraud before another governmental unit; or discrimination?

☐ Yes ☒ No

(b) Is there now pending in any court or administrative body any proceeding involving any of the matters referred to in 4(a)?

☒ Yes ☐ No

If the answer to 4(a) or 4(b) is Yes, attach as an Exhibit a full disclosure concerning the persons and matters involved, including an identification of the court or administrative body and the proceeding (by dates and file numbers), a statement of the facts upon which the proceeding was based or the nature of the offense alleged or committed, and a description of the current status or disposition of the matter.

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(2)



SECTION III (Page 2)

Has the applicant or any other party to this application had any interest in:

(a) a broadcast application which has been dismissed with prejudice by the Commission?

☐ Yes ☒ No

(b) a broadcast application which has been denied by the Commission?

☐ Yes ☒ No

(c) a broadcast station, the license for which has been revoked?

☐ Yes ☒ No

(d) a broadcast application in any Commission proceeding which left unresolved character issues against the applicant?

☐ Yes ☒ No

If the answer to any of the questions in 5 is Yes, state in an Exhibit the following:

- (i) Name of party having interest;
- (ii) Nature of interest or connection, giving dates;
- (iii) Call letters of stations or file number of application or docket number;
- (iv) Location.

Exhibit No.  
DNA

MULTIPLE APPLICATIONS

The applicant certifies that there is no other application pending that would be directly mutually exclusive with this application in which this applicant has an interest of one percent or more or in which any party to this application is an officer, director, or has an interest of one percent or more, direct or indirect.

☒ Yes ☐ No

If No, this application cannot be accepted for filing.

REAL PARTY IN INTEREST

The applicant certifies that no agreement, either explicit or implicit, has been entered into for the purpose of transferring or assigning to another party, any station construction permit or license or interest therein that is awarded as a result of a random selection or lottery.

☒ Yes ☐ No

If No, this application cannot be accepted for filing.

SECTION IV - PROGRAM SERVICE STATEMENT

NOTE: For Low Power Television applicants only:

Low Power Television stations must offer a broadcast program service; a non-program broadcast service will not be permitted. Therefore, briefly describe below, in narrative form, your planned programming service.

See Exhibit 4

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